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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

TRUSTEE WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION
Official Form No. 107
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
James T. Peters, P.O. Box 774, Independence, IA 50644, Phone: (319) 334-9992

Taxpayer Information: (Name and complete address)
City of Manchester, 208 East Main, Manchester, IA 52057

Return Document To: (Name and complete address)
City of Manchester, 208 East Main, Manchester, IA 52057

Grantors:
Mary M. Knipp, Trustee of George M. Knipp and Mary M. Knipp Revocable Inter Vivos Trust

Grantees:
City of Manchester, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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THE IOWA STATE BAR ASSOCIATION Official Form No. 107	James T. Peters	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

TRUSTEE WARRANTY DEED
(Inter Vivos Trust)

For the consideration of One
Dollar(s) and other valuable consideration,
Mary M. Knipp
(Trustee) ~~(Co-Trustees)~~ of George M. Knipp and Mary M. Knipp Revocable Inter Vivos Trust

does hereby convey to
City of Manchester, Iowa

the following described real estate in Delaware County, Iowa:
Lot 6, Subdivision of Lot 11, Subdivision of Southwest 1/4 and the South 1/2 of the Northwest 1/4 of Section 28, Township 89 North, Range 5 West of the 5th P.M., according to plat recorded in Book A Plats, Page 47.

This transfer is subject to the deed restrictions set forth on Exhibit A, a copy of which is attached hereto.

The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated this 16 day of March, 2010.

George M. Knipp and Mary M. Knipp Revocable Inter Vivos Trust

By: _____ (title)

X Mary M Knipp
Mary M. Knipp

By: _____ (title)

As (Trustee) ~~(Co-Trustee)~~ of the above-entitled trust

As (Trustee) ~~(Co-Trustee)~~ of the above-entitled trust

STATE OF Iowa, COUNTY OF Buchanan

This instrument was acknowledged before me on 3-16-10,
by Mary M Knipp as Trustee of the above-entitled trust.
as _____
of _____.

JAMES T. PETERS
MY COMMISSION NO. 134735
EXPIRES

James T. Peters, Notary Public

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. **Terms.** Pursuant to the terms of HMGP program statutory authorities, Federal program requirements onsistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following onditions and restrictions shall apply in perpetuity to the Property described in the attached deed and cquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for pen space:

a. Compatible uses. The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the property other than:
(1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
(2) A public restroom; or
(3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses describe din Paragraph 1.a. above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transfer in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as they conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

Iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on _____, the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assigness may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

X Mary Knipp Grantor's Signature	MARY KNIPP Name (printed or typed)	3-16-10 Date
Milt L Kramer Grantee's Signature	Milt L KRAMER Name & Title (printed or typed)	3-16-10 Date
	Erin Rempe.	

State of Iowa

County of Buchanan

Signed and sworn to (or affirmed) before me on 3-16 2010 by

Erin Rempe, City Clerk, Milt Kramer, Mayor, City of Manchester

Mary Knipp

Names of Persons

Notary Public: _____
Signature

JAMES T. PETERS

Title

My commission expires: 1/30/12
Date

Stamp/Seal